

EXHIBIT O

BORROWING NOTICE

April 18, 2019

MTE Holdings LLC, a Delaware limited liability company (the “*Company*”), pursuant to Section 2.3 of the Term Loan Credit Agreement dated as of September 17, 2018 (together with all amendments, restatements, supplements or other modifications thereto, the “*Credit Agreement*”; and, unless otherwise defined herein, each capitalized term used herein shall have the meaning specified in the Credit Agreement), by and among the Company, the Lenders from time to time party thereto and Riverstone Credit Management, LLC, as administrative agent and collateral agent for the Lenders (in such capacity, the “*Administrative Agent*”), hereby notifies the Administrative Agent that the Company requests a Borrowing as follows:

- (a) Aggregate principal amount of Borrowing requested: \$65,000,000.00.
- (b) Date the Borrowing is to be made: April 29, 2019.

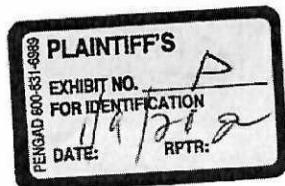
Attached to this Borrowing Notice are (i) a description of anticipated costs or other payments to be covered by the proceeds of the Borrowing (including as described in Section 3.2(e) of the Credit Agreement) and (ii) if applicable, a list of the Oil and Gas Properties described on the APOD currently in effect on which such proceeds are to be spent.

All capitalized terms not otherwise defined herein shall have the meanings specified in the Credit Agreement.

The undersigned certifies that he/she is the Authorized Signatory of the Company, and that as such he/she is authorized to execute this Borrowing Notice on behalf of the Company. The undersigned further certifies, represents and warrants on behalf of the Company, in such undersigned’s capacity as the Authorized Signatory of the Company and not in such undersigned’s individual capacity, that (upon and subject to receipt of the Limited Waiver and First Amendment to Term Loan Credit Agreement as of the date hereof among the Company, the Lenders party thereto and the Administrative Agent):

1. All conditions precedent to the making of the Loans pursuant to this Borrowing Notice have been met.
2. As of the date of this Borrowing Notice, each representation and warranty of the Company set forth in the Credit Agreement (excluding any representations and warranties that expressly refer to a different date) is true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof).
3. The Company shall be in pro forma compliance with Section 6.7 of the Credit Agreement upon the making of the Loans contemplated by this Borrowing Notice.
4. As of the date of this Borrowing Notice, no Default or Event of Default has occurred and is continuing.

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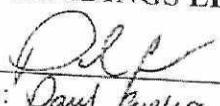
5. The Lenders have received monthly projections for a period including the date hereof through a date at least twenty-four (24) months after the date hereof.
6. After giving effect to the Loans, pursuant to this Borrowing Notice and based upon good faith determinations and Projections consistent with the Financial Plan, the Company will be in compliance in all material respects with all operating and financial covenants set forth in the Credit Agreement on the date hereof and as of the last day of each Fiscal Quarter ending prior to the Maturity Date; provided, however, that to the extent any operating or financial covenant in the Credit Agreement contains any qualifying language as to materiality such as "material", "in all material respects," "except as could not reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect" or similar qualifying language, then the phrase "in all material respects" shall be disregarded with respect to certifying compliance with respect to such operating and financial covenant.
7. Since December 31, 2017, no event, circumstance or change has occurred that has caused or could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.
8. Both immediately before and after giving effect to the making of the Loans requested pursuant to this Borrowing Notice, the Company is Solvent.
9. The proceeds of any funds requested pursuant to this Borrowing Notice will only be used in strict accordance with the Credit Agreement, including Section 2.4 thereof.

Please wire the proceeds to the following account, which account is a Deposit Account, which is subject to a Control Agreement:

Bank Name: The Bank of New York Mellon
ABA Number: 021000018
Account Number: 2775888400
Account Name: MTE Capital Reserve Account
Reference: MTE Holdings LLC

[Signature Page Follows]

MTE HOLDINGS LLC

By: 
Name: Paul Lypers
Title: COO